



*It's time to ride!*

BIRMINGHAM-JEFFERSON COUNTY TRANSIT AUTHORITY  
**REQUEST FOR PROPOSALS #10-05**

# JANITORIAL SERVICES

## KEY DATES:

Date Issued:	Thursday, June 24, 2010
Mandatory Pre-Proposal Conference:	Wednesday, July 7, 2010, 10:00 AM (CST)
Questions/Clarifications:	Friday, July 9, 2010, 5:00 PM (CST)
Response to Questions:	Tuesday, July 13, 2010, 5:00 PM (CST)
Submittal of Proposals Due:	Monday, July 19, 2010, 12:00 PM (CST)

## GENERAL GUIDELINES FOR COMPLETING THE REQUESTS FOR PROPOSALS PACKAGE

This document is intended as a guideline to assist prospective Proposers in successfully completing the necessary paperwork. You are strongly encouraged to read the Notice to Proposers Section very carefully. This document is NOT intended to replace the more detailed instructions that are included in the attached Proposal Package.

- It is **EXTREMELY IMPORTANT** that all required forms be filled out completely. Federal and State Regulations mandate that these forms be filled out properly. **Failure to complete all forms included in this package may result in your Proposal being ruled non-responsive.** Non-Responsive Proposals will not be awarded the contract.
- Remember to completely fill out **ALL** required forms. If a form does not apply to your business or proposal, please mark the form “Not Applicable,” or some other similar wording at your discretion. Please also sign and date this form.
- DBE (Disadvantaged Business Enterprise) Obligation: The Birmingham-Jefferson County Transit Authority (“BJCTA”) agrees to ensure that DBEs, as outlined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts. Therefore, it is imperative that you read the DBE Section and complete the necessary paperwork.
- Please read the **NOTICE TO PROPOSERS** page to make sure that you have returned the correct number of copies to the RFP.
- Make sure the Proposal Response is received by the BJCTA Procurement Department by the designated date and time. Late proposals will not be accepted.
- Make sure that the proposal is returned in an envelope or box clearly labeled with the solicitation number and title. This information should be in the lower left hand corner. The envelope should also be labeled **PROPOSAL DOCUMENTS ENCLOSED.**
- Attendance at the Pre-Proposal Conference is mandatory.
- When in doubt, contact **Collina Washington, BJCTA Procurement Officer**, 1735 Morris Avenue, 2<sup>nd</sup> Floor, Birmingham, AL 35203, (205) 521-0144 or [cwashington@bjcta.org](mailto:cwashington@bjcta.org) for assistance.

## NOTICE TO PROPOSERS

Notice is hereby given that the Birmingham-Jefferson County Transit Authority ("BJCTA") is soliciting proposals from qualified firms to perform janitorial services. The proposal documents are available for download on the BJCTA's website, [www.bjcta.org](http://www.bjcta.org).

One (1) original and three (3) copies of sealed proposals will be received by the Birmingham-Jefferson County Transit Authority, 1735 Morris Avenue - 2nd Floor, Birmingham, AL 35203 in accordance with these instructions and specifications, until **12:00 P.M (CST), Monday, July 19, 2010**, at which time all proposals must be received. All proposal packages must be sealed and clearly marked "RFP #10-07 Janitorial Services."

Questions or clarifications must be received by BJCTA, in writing, by **not later than close of business (5:00 p.m. CST) July 9, 2010**. Responses will be made available by not later than close of business July 13, 2010.

A mandatory Pre-Proposal Conference will be held **Wednesday, July 7, 2010, at 10:00 AM** at Central Station, 1735 Morris Ave, Birmingham. All bidders must attend this conference. Attendance will be noted and only those attending will be allowed to submit a proposal.

This solicitation does not commit the Authority to award a contract, or pay any cost incurred in preparation of bids, or to produce or contract for services. To be considered, proposals must arrive at BJCTA on or before the date specified. If mailing proposals, please allow normal mail delivery time to ensure timely receipt of your proposal. Proposals received prior to the advertised hour of opening will be kept securely sealed. Any proposals received after the time to which reference is made will not be considered and will be returned to the Proposer unopened.

The award of this proposal is contingent upon a financial assistance contract between the Birmingham-Jefferson County Transit Authority and the United States Department of Transportation. The successful Proposer agrees to comply with any and all provisions and regulations relative to that financial assistance contract. Proposers will be required to certify that they have not been suspended or debarred from participation in federally-funded contracts. Proposers must also disclose lobbying activities. Full compliance with all applicable Safety and Health Standards, DBE requirements, Equal Employment Opportunity, and Americans with Disabilities Act laws and regulations will be required of the successful Proposer.

Proposals will be examined and reported to the BJCTA's Board of Directors within thirty (30) days after the proposals have been opened. The BJCTA reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any proposal or in the proposal procedure, or to postpone the opening for good cause. No Proposer may withdraw his proposal for a period of one hundred and twenty days (120) after the scheduled time for the proposal opening. Award of this proposal shall be made to the most responsive and responsible Proposer as determined through the evaluation of the proposals, and which is in the best interest of BJCTA. Each Proposer will be notified, in writing, of award of contract, if award is made.

A Vendor Registration Form, included in this packet, is required to be completed and returned

to BJCTA in order for your proposal to be considered and to ensure that your name is listed on the "List of Potential Proposers." This will ensure that you receive timely notification of addenda to this solicitation. Failure to do so may delay immediate notification of any changes or addenda to this solicitation. Ultimately, however, it is the responsibility of the Proposer to check the BJCTA's website for addenda that may be issued relative to this solicitation.

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## **SECTION 1 – SCOPE OF SERVICES**

### **Janitorial Services – Central Station**

The intent of this effort is to keep the Birmingham-Jefferson County Transit Authority's Central Station as clean as possible for its customers and employees. Please note that in this contract, **the contractor shall supply all cleaning, sanitary, paper products and other tools necessary to carry out the contract.** The following services are required:

#### **FIRST FLOOR**

##### **PASSENGER LOADING AREA (Platform)**

1. Trash receptacles emptied as needed.
2. Benches wiped daily.
3. Daily removal of all trash and debris from the following: driveway, curbs, building perimeter, including grassy areas, shrubbery and loading area, etc.
4. Weekly pressure washing of loading area, including removal of chewing gum. Trash receptacles, lower wall areas (36" high) and columns are included. **Do not use acid.**

##### **LOBBY AREA (Rider's Lounge)**

1. Daily cleaning and buffing of tile area. Weekly polishing and monthly stripping. Mop as needed.
2. Daily removal of trash and debris from baseboards.
3. Blinds cleaned weekly, including dusting and wiping.
4. Daily cleaning of interior and exterior windows, including smudges removed from doors, windows, window ledges and upper windows.
5. Trash receptacles cleaned weekly.

##### **RESTROOM AREA**

1. Hourly cleaning with log located within restroom and initialed by personnel performing check. This cleaning to include vanities, mirrors, toilets and urinals.
2. Restocking of toiletries and dispensers as often as required
3. Plunge toilets as needed.
4. Clean walls, partitions and remove all markings (vandalism) as needed.

##### **CUSTOMER SERVICE AREA (Ticket Counter)**

Cleaning personnel will clean this area after 6:00 p.m. If necessary, the cleaning personnel will clean Customer Service area under the supervision of Security or the Compliance Officer.

1. Daily cleaning and buffing of floor area.
2. Weekly waxing of tiled floors.
3. Daily removal of trash and debris from all receptacles.
4. Daily dusting.
5. Daily cleaning to include removal of stains, as appropriate.
6. Daily cleaning of entrance doors, windows and telephones. Windows are to be free of smears, fingerprints and debris inside and outside. Upper windows should be cleaned monthly.
7. Daily cleaning of all rugs.

8. Daily cleaning of door tracks and removal of trash and debris.
9. Wash all walls, as needed

### **OFFICE AREA**

1. Daily cleaning of office space, including vacuuming and dusting. This cleaning should take place after 5:00 p.m., unless otherwise requested in writing.
2. Office furniture – polish/dust daily with appropriate wax (including tops of credenzas, pictures, file cabinets, televisions, desk tops, bookcases, and lamps)
3. Daily removal of trash from all receptacles.
4. Daily cleaning of doors, including removal of smudges and fingerprints

### **ELEVATOR/STAIRCASE**

1. Daily cleaning and removal of all debris including mopping when needed.
2. Remove trash and debris from access door.
3. Interior staircase wiped, vacuumed and objects or debris removed daily.
4. Outside staircase from platform to upper level to be kept clean.

### **SECURITY OFFICE**

1. Cleaned upon request. This includes mopping, emptying trash receptacles, wiping video equipment, etc. Video equipment should be cleaned with soft, dry towels.

## **SECOND FLOOR**

### **RECEPTION AREA**

1. Daily cleaning of countertops
2. Daily cleaning of vestibule, including removal of all trash and debris.
3. Daily removal of trash from all trash receptacles
4. Daily dusting and vacuuming
5. Daily cleaning of all restrooms, including restocking of toiletries.
6. Windows – clean inside of all windows weekly removing smudges, fingerprints, etc. Blinds wiped weekly.
7. Quarterly clean outside windows including 2<sup>nd</sup> level.
8. Quarterly clean carpets.
9. Wood floors – no wax shall be used on this floor. Mops should be free of wax. Floor to be mopped nightly or as often as needed. No harsh chemicals that would remove the sealant.

### **RESTROOM AREAS**

1. Daily cleaning of second floor restrooms and more often as required
2. Daily restocking of toiletries and more often as required
3. Plunge toilets as needed
4. Daily restocking of dispensers as needed
5. Daily cleaning of vanities, mirrors, toilets and urinals. Clean walls, partitions and remove all markings (vandalism) as needed.

### **COPY ROOM**

1. Daily emptying of trash receptacles/containers.
2. Daily mopping

## **KITCHEN AREAS**

1. Daily debris and waste removal.
2. Daily wiping of all counters.
3. Daily emptying of trash receptacles/containers.
4. Daily cleaning of kitchen area, including sinks, refrigerators and microwaves.

## **SECOND FLOOR PARKING LOT**

1. Daily removal of debris from parking area and entire parking lot.
2. Daily cleaning of entrance doors, wiping them free of all smudges and fingerprints.
3. Quarterly pressure washing.

## **PERSONNEL/STAFFING**

1. A minimum of one individual, preferably two, will be on duty daily from 6:00 a.m. –10:00 p.m.
2. Hours of operation for cleaning service: 6:00 a.m. – 10:00 p.m., Monday thru Saturday.
3. The cleaning personnel shall check the 2<sup>nd</sup> Floor before 7:30 a.m. each day for cleanliness.
4. A work list should be provided to the Facilities Manager to inform BJCTA of who is expected to be on the property and during what times. This list should be updated bi-weekly to reflect any changes in staffing.
5. All personnel shall be dressed in uniform provided by vendor, including name identification and company logo. Photo I.D. should be a part of uniform.
6. All service personnel shall sign-in and sign-out with security daily.
7. Cleaning personnel will sign for pass card each day and will not remove card from BJCTA ("MAX") property at any time.
8. Cleaning personnel will maintain supply storage room.
9. Cleaning personnel will be responsible for the access key to supply storage room.
10. Cleaning personnel shall not open any electronic doors for anyone, at any time. No exceptions allowed.

## **Janitorial Services – 8<sup>th</sup> Avenue (Operations)**

The intent of this effort is to keep the Birmingham-Jefferson County Transit Authority's Operations Facility as clean as possible for its customers and employees. Please note that in this contract, **the contractor shall supply all cleaning, sanitary, paper products and other tools necessary to carry out the contract.** The following services are required.

### **RECEPTION AREA**

1. Daily cleaning and buffing of tile area. Weekly polishing and monthly stripping. Mop as needed.
2. Daily removal of trash and debris from baseboards.
3. Blinds cleaned weekly, including dusting and wiping.
4. Daily cleaning of interior and exterior windows, including smudges removed from doors, windows, window ledges and upper windows.
5. Trash receptacles cleaned weekly.

### **COPY ROOM**

1. Daily emptying of trash receptacles/containers.
2. Daily mopping

### **ELEVATOR/STAIRCASE**

1. Daily cleaning and removal of all debris. Mop when appropriate. Remove trash and debris from access door.
2. Staircase wiped, vacuumed and objects or debris removed daily.

### **OFFICE AREAS (First & Second Floor)**

1. Daily cleaning of office space, including vacuuming, dusting and mopping, where applicable
2. Daily cleaning of office furniture – polish/dust daily with appropriate wax (including tops of credenzas, pictures, file cabinets, televisions, desk tops, bookcases and lamps, audio and video equipment, if applicable)
3. Daily removal of trash from all receptacles
4. Daily cleaning of doors, including removal of smudges and fingerprints where applicable
5. Windows – clean inside of all windows weekly removing smudges, fingerprints, etc.
6. Blinds wiped weekly
7. Baseboards cleaned weekly

### **EMPLOYEE LOUNGE/DISPATCH AREAS (Ready Room)**

1. Daily cleaning of countertops
2. Daily cleaning of vestibule, including removal of all trash and debris
3. Daily removal of trash from all trash receptacles
4. Daily dusting, vacuuming and mopping, whichever is applicable
5. Daily cleaning of all restrooms, including restocking of toiletries.

### **CUSTOMER SERVICE AREA**

1. Daily cleaning and buffing of floor area.
2. Weekly waxing of tiled floors.
3. Daily removal of trash and debris from all receptacles.
4. Daily dusting.

5. Daily cleaning and removal of stains, as appropriate.
6. Daily cleaning of entrance doors, windows and telephones. Windows are to be free of smears, fingerprints and debris inside and outside.
7. Daily cleaning of all rugs. They should be washed as needed.
8. Daily cleaning of door tracks and removal of trash and debris.

Cleaning personnel will clean the 1<sup>st</sup> Floor Customer Service Area after 6:00 p.m. If necessary the cleaning personnel will clean Customer Service area under the supervision of Security or the Compliance Officer.

### **RESTROOM AREAS (First & Second Floor, including Maintenance Shower/Locker Rooms)**

1. Hourly cleaning of restrooms in Operator's Lounge with log located within restroom and initialed by personnel performing check.
2. Minimum daily cleaning of second floor restrooms and more often as required
3. Daily cleaning or more often as needed, particularly between employee shifts.
4. Daily restocking of toiletries or more often, as needed
5. Plunge toilets as needed
6. Daily restocking of dispensers or more often, as needed
7. Daily cleaning of vanities, mirrors, toilets and urinals. Clean walls, partitions and remove all markings (vandalism) as needed.

### **FOREMAN'S BOOTH/PARTS ROOM OFFICE/FACILITY OFFICE**

These spaces will be cleaned upon request. This includes mopping, emptying trash receptacles, wiping equipment, etc.

### **REVENUE ROOM**

This room will be cleaned under supervision by BJCTA personnel at least twice monthly. This will be coordinated with the Customer Service Manager. Vendor will be provided prior notification of at least 24 hours. Personnel used in cleaning this room should be placed in a six-month rotation.

### **KITCHEN AREA**

1. Daily debris and waste removal.
2. Daily wiping of all counters.
3. Daily emptying of trash receptacles/containers.
4. Daily cleaning of kitchen area, including sinks, refrigerators and microwaves.

### **PERSONNEL/STAFFING**

1. A minimum of one individual, preferably two, will be on duty daily from 6:00 a.m. – 10:00 p.m.
2. Hours of operation for cleaning service: 6:00 a.m. – 11:00 p.m., Sunday thru Saturday.
3. Cleaning personnel will wear photo I.D. at all times.
4. A work list will be provided to the Facilities Manager to inform BJCTA of who is expected to be on the property and during what times. This list should be updated bi-weekly to reflect any changes in staffing.
5. All personnel shall be dressed in uniform provided by vendor, including name identification and company logo.
6. All service personnel shall sign-in and sign-out with Dispatcher daily.

7. The cleaning personnel shall check the 2<sup>nd</sup> Floor before 7:30 a.m. each day for cleanliness.
8. Cleaning personnel will sign for pass card each day and will not remove card from BJCTA ("MAX") property at any time.
9. Cleaning personnel will maintain supply storage room.
10. Cleaning personnel will be responsible for the access key to supply storage room.
11. Cleaning personnel will clean the 1<sup>st</sup> Floor Customer Service Area before 6:00 a.m. and after 7:00 p.m. If necessary the cleaning personnel will clean Customer Service area under the supervision of Security or the Compliance Officer.
12. Cleaning personnel shall not open any electronic door for anyone at any time. No exceptions allowed.

### **MISCELLANEOUS**

1. The contractor is barred from hiring any employee of BJCTA or a contract employee of BJCTA to perform any of the work in this solicitation, while that person is still engaged by the BJCTA.
2. Security Card and keys will be initially issued at no charge. Any replacements will be at a charge of \$10 per item, per occurrence.

### **RESPONSIVENESS / EXPERIENCE REQUIREMENTS**

1. Firm must have a minimum of five years of experience providing commercial cleaning services.
2. Firm must have experienced manager to oversee janitorial operations.
3. Comprehensive familiarity with BJCTA's facilities. (Pre-Proposal Conference)
4. Proposal shall include résumés of key staff.
5. Please provide references from the last three contracts that firm has secured.
  - a. Indicate whether contract is current and if not, why terminated
6. BJCTA will take into consideration fulfillment of good faith efforts in utilization of DBE firms for subcontracting opportunities, or evidence of firm's current certifications as a Disadvantaged Business Enterprise (See General Conditions).

## SECTION II – GENERAL INFORMATION FOR PROPOSERS

2.1 This information provides prospective contractors with information to enable them to prepare and submit proposals for consideration by the Birmingham-Jefferson County Transit Authority (BJCTA), for the purpose of providing janitorial services of the general financial statements for BJCTA.

### 2.2 **Definition of Terms.**

The terms "Contractor" and "Proposer," used in this specification means the concern or its duly authorized representatives proposing to provide the services covered by the scope of services covered by the scope of services/specifications.

The term "Purchaser" or "BJCTA" or "Recipient" used in this proposal means the Birmingham-Jefferson County Transit Authority or its duly authorized representative having to do with the purchase, inspection, testing, accepting or rejecting of the service called for in the scope of services.

### 2.3 **Type of Contract.**

Services covered under this contract are to begin upon Notice of Award. It will be a fixed price contract, not to exceed the submitted proposal amount.

### 2.4 **Proposal Form.**

## **INFORMATION REQUIRED FROM THE CONTRACTOR**

Contractor proposals must be submitted in the format outlined below:

1. Overview of firm and experience including contact person
2. Understanding of Project
3. Staffing Description
4. Technical Response to Scope of Services
5. Signed Certifications

**Additional Information and Comments.** Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

**Proposals must be submitted on the forms provided.** Proposals submitted on any other form may be considered non-responsive and may be rejected. All proposals must state the full and correct name, address, phone number and capacity of the Proposer. If the Proposer is a partnership or joint venture, the full names and addresses of all partners or joint ventures, and the address of the partnership or joint venture shall be given, and the authority of the partner, joint venture, or other person signing on its behalf shall appear. If the Proposer is a corporation, an authorized officer shall sign the proposal in the corporation's name or agent of said corporation. The person signing the proposal must initial any erasures, corrections, or other changes appearing on the proposal form.

BJCTA may request that the low Proposer(s) complete a Statement of Qualifications and Business References for the purpose of demonstrating the Proposal's responsibility to satisfactorily perform the contract. BJCTA reserves the right to reject any and all proposals received as a result of this Request for Proposal (RFP) or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of BJCTA.

This RFP is made for information or planning purposes only. BJCTA does not intend to award a contract solely on the basis of any response made to this request or otherwise pay for information solicited or obtained.

2.5 **Certification**

Each Proposer will be required to certify, by signing the proposal form, that he is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Contracts Incorporating Labor Standards Provisions.

2.6 **Conditional Proposals**

Conditional proposals and any proposal taking exception to these instructions or conditions or to the General Conditions or Scope of Services, or to other contract requirements, will be considered non-responsive and shall be rejected.

2.7 **Addendum**

Any change in these instructions, the General Conditions or Scope of Services, or other requirements will be accomplished by an addendum in writing, sent to all prospective Proposers. All such addenda shall become a part of the contract. Each prospective Proposer is required to acknowledge receipt of all addenda in writing. Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive, and therefore, rejected.

2.8 **Equipment**

The proposed contractor shall at its own expense furnish all labor, supplies, equipment and machinery necessary to service this contract.

2.9 **Work Duties**

The Contractor agrees to perform all work as outlined by BJCTA as per attached scope of services, as well as observe BJCTA's legal holidays except when so prevented by an act of God, accident, strike or circumstances beyond control.

2.10 **Termination**

The Authority shall have the right to terminate this contract by giving the contractor at least thirty (30) days notice in writing of its election to do so. Upon receipt of such notice, the contractor shall place no further orders for products to be delivered under this contract or for parts or materials therefore, and shall cancel all such orders then

outstanding that the contractor is legally entitled to cancel. In the event of such termination, the contractor shall be entitled to payment for (a) products and services delivered on or before the effective date specified in the notice of termination and accepted by the Authority; (b) all products and services on the effective date designated in the said notice, that are in the process of manufacture and preparation specifically for delivery under the contract; (c) all products, parts and materials and services therefore, that on the effective date specified in the same notice have been ordered specifically for the contract; and (d) orders that the contractor can not legally cancel, provided that in the case of orders that can legally be cancelled subject to a cancellation charge or penalty, the contractor shall be entitled only to the amount of such charge or penalty. Any claim for payment arising from termination of the contract for the Authority's convenience provided herein shall be paid only if presented to the Authority within ninety (90) days after the effective date specified in the notice of termination.

### 2.11 **Liquidated Damages**

The Contractor shall be responsible for any loss or damage to property including money, documents, securities, fixtures and equipment belonging to BJCTA or any other person or organization to such extent as BJCTA is legally liable for loss or damage, if any such loss or damage was caused by an employee or agent of the Contractor. Liquidated damages shall be assessed at no less than \$100 per day except where indicated below:

- Late sign-in (up to one hour) - \$50.00 per occurrence
- Late sign-in (up to two hours) - \$175.00 per occurrence
- Missed shift or Leave Post - \$250.00 per occurrence
- Failure to correct issue within 24 hours once reported - \$300 per occurrence

### 2.12 **Eligibility**

In order to be eligible for award of contract, the Proposer must be responsive in complying with all material aspects of this solicitation. In addition the Proposer must be responsible, as a minimum must:

1. Have adequate financial resources or ability to obtain resources as required for performance of the contract
2. Have a satisfactory record of past performance.
3. Have necessary management and technical capability to perform
4. By signing and submitting a proposal, the Proposer certifies that it is not on the United States General Services Administrations "List of Parties Excluded from Federal Procurement Programs."
5. Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements.
6. Be otherwise qualified and eligible to receive an award under applicable federal, state and local laws and regulations.

### 2.13 **Inspection**

All work equipment and supplies furnished in performance of the attached specifications shall be subject to inspection at any and all times by the Executive Director or his duly authorized representatives.

2.14 **Work Hours**

The schedule of work hours for accomplishment of this contract shall conform to the requirements of BJCTA. Consultant will arrange schedule with designated BJCTA officials to ensure proper level of service.

2.15 **Notice**

In any clause or provision of the contract, or any circumstance arising under the contract, that calls for notice to a party to the contract, such notice shall be in writing, addressed as follows:

*Executive Director  
Birmingham-Jefferson County Transit Authority  
1735 Morris Avenue  
Post Office Box 10212  
Birmingham, Alabama 35202-0212*

2.16 **Personnel**

The Contractor represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with BJCTA. All the services required hereunder will be performed by the Contractor or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized, if applicable, under state and local law to perform such services. None of the work or services covered by this contract shall be sub-contracted without prior written approval of BJCTA.

2.17 **Treatment of Proprietary/Confidential Information**

Unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between BJCTA and Proposer shall be available to the public.

If the Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position, if disclosed, the Proposer shall request BJCTA to withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate Proposal Forms as confidential.

If the Proposer requests that BJCTA withhold from disclosure information identified as confidential, and BJCTA complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify

and hold harmless BJCTA from and against all damages (including, but not limited to attorneys' fees that may be awarded to the party requesting the Proposer information), and pay any and all cost and expenses related to the withholding of the Proposer information. The Proposer shall not make a claim, sue or maintain any legal action against the BJCTA or its directors, officers, employees or agents in connection with the withholding from disclosure of Proposer information.

#### 2.18 **Proposals Received**

One (1) original and three (3) copies of sealed proposals will be received by the Birmingham-Jefferson County Transit Authority at 1735 Morris Avenue, Second Floor, Birmingham, AL 35203 in accordance with these instructions and specifications, until: **12:00 P.M (CST), Monday, July 19, 2010**, at which time all proposals must be received. To be considered, proposals must arrive at BJCTA on or before the date specified in the advertisement. Contractors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals. Proposals received prior to the advertised hour of opening will be kept securely sealed. Any proposals received after the time to which reference is made will not be considered and will be returned to the Proposer. All proposals must be sealed and marked "**RFP #10-05 Janitorial Services.**"

#### 2.19 **Withdrawal of Contract Proposals**

- a) Proposals may be withdrawn on written request received by BJCTA prior to the time fixed for the proposal opening. The proposal security of any Proposer withdrawing his/her proposal, in accordance with the foregoing condition, will be returned promptly.
- b) No proposal may be withdrawn for a period of one hundred twenty (120) days after the time set herein for the public opening and reading of proposals.

#### 2.20 **Postponement**

BJCTA reserves the right to postpone proposal opening for its own convenience and to reject any or all proposals.

#### 2.21 **Approved Equals**

Request for approved equals or clarification of specifications must be received by BJCTA in writing by **not later than close of business (5:00 p.m. CST) July 9, 2010**. Responses will be made available by not later than close of business **July 13, 2010**.

Any request for an approved equal must be fully supported with the technical data, test results, or other pertinent information as evidence that the substitute offered is equal to, or better than, the specification requirement. The Proposer must demonstrate the equality of his/her product to BJCTA and must furnish sufficient information to enable BJCTA to determine whether the proposal's product is or is not equal to that specified.

#### 2.22 **Award of Contract**

- a) The contract will be awarded based upon an evaluation of the proposals received. The evaluation criteria are outlined in Section 2.32 of this RFP.

- b) BJCTA reserves the right to reject any or all proposals submitted and to waive any formalities when necessary for the protection of the interest of BJCTA. Any such waivers by BJCTA must be in writing and may not otherwise be implied by any action or inaction by BJCTA.
- c) BJCTA reserves the right to issue separate contracts if deemed in the best interest of BJCTA.
- d) BJCTA reserves the right to negotiate with one or all Proposers.
- e) BJCTA reserves the right to cancel solicitation or issue subsequent requests for proposal.
- f) This request for proposal does not commit the BJCTA to award a contract or pay any costs incurred in preparation of a proposal.

### 2.23 **One Proposal Situation**

In the event a single proposal is received, BJCTA may conduct a price analysis of the proposal or a cost analysis, or both. A price analysis is the process of examining the proposal and evaluating a prospective price without evaluating the separate cost elements. It should be recognized that a price analysis through comparison to their similar procurements must be based on an established or competitive price of these elements used in comparison. The comparison must be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary for BJCTA to conduct a cost analysis of the proposal price. If only one proposal is received, the sole Proposer must, if a price or cost analysis is conducted, cooperate with BJCTA as necessary in order for its proposal to be considered.

### 2.24 **Knowledge of Conditions**

Proposers may make appointments to discuss these specifications. This, however, does not relieve them from the written documented request as required. The Proposer is also required to examine carefully the specifications and to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No allowances will be made because of a lack of knowledge of these conditions.

### 2.25 **Tax Exempt**

BJCTA is exempt from payment of Federal, State and local taxes, and such taxes must not be included in the proposal price. BJCTA will furnish the successful Proposer the necessary tax-exempt certificates.

### 2.26 **Maintenance of Records**

Records must be maintained by the contractor to show actual time involved in accomplishment of the project and costs incurred. The contractor shall maintain all documents, financial records and supportive documents for a period of at least five (5) years after the contract completion date.

## 2.27 **Assignments**

The contractor shall not assign this contract, wholly or in part, without the written consent of BJCTA. Any such assignment shall be recognized by BJCTA only after proper written notice have been received, only to the extent permitted by law, and in any event subject to any set-offs that BJCTA shall or may have against the supplier or any intermediate assignor. No assignment shall relieve the contractor of any obligation under this contract.

## 2.28 **Contract Changes**

No order for alteration, modification, or extra work which shall increase or decrease the cost of the work. The original proposal cost of work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by BJCTA. No oral statement of any person whosoever shall, in any manner or degree, modify or otherwise affect the terms of this contract or the requirements of the Performance and/or Scope of Services.

## 2.29 **Substitution**

Written approval for any proposed substitution must be requested specifically from BJCTA's Executive Director, 1735 Morris Avenue, Birmingham, Alabama 35203.

## 2.30 **Prime Contractor Responsibilities**

The selected contractor will be required to assume responsibility for all services offered in his proposal regardless of who provides them. Further, BJCTA will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contractor.

## 2.31 **News Release**

News releases pertaining to this RFP will not be made without prior BJCTA written approval.

## 2.32 **Evaluation of Proposals**

The BJCTA will initially review the proposals for responsiveness and responsibility related criteria as set forth in Section I. Those firms that meet the responsiveness and experience requirement will then be scored technically according to the following criteria:

- Technical Approach/Capability
- Experience & Qualifications
- Past Performance/References
- Cost

The BJCTA will enter into contract or negotiations with the highest ranked firm. Should the terms offered not be desirable to the BJCTA, negotiations with the next highest ranked firm will follow until mutual agreement has been reached.

### 2.33 **Financial Assistance Grant**

The services in the Scope of Services may be purchased with the assistance of an operating grant from the Federal Government under the Federal Transit Administration Act of 1964 as amended. The successful Proposer and all subcontractors will be required to comply with all terms and conditions prescribed for third party contracts in a grant contract between the United States Federal Government and the purchaser. This grant contract is available for examination by prospective Proposers at the Birmingham-Jefferson County Transit Authority, 1735 Morris Ave Birmingham, Alabama 35203.

### 2.34 **Approval of U.S. Department of Transportation**

Where required, the award of a contract will be subject to the concurrence of the Federal Transit Administration (FTA).

### 2.35 **Federal Regulations**

1. It is required that the attached non-collusion affidavit shall be executed and delivered with the proposal.
2. Proposers must certify that they are not on the U.S. Controller General's list of ineligible Proposers.
3. The bidder shall comply with all applicable Federal, State and local laws and their respective rules and regulations. This compliance shall be at the contractor's expense.

### 2.36 **Separate Contracts**

BJCTA reserves the right to issue separate contracts as deemed necessary for BJCTA.

### 2.37 **Competition**

The technical portion of this specification is based upon accurate descriptions of the work to be performed and is not intended to contain features that unduly restrict competition.

### 2.38 **Omissions in Specifications**

No advantage shall be taken by the Proposer in the omission of any part or detail which goes to make the execution of the janitorial services complete even though such part or detail is not named in the Scope of Service.

### 2.39 **Indemnification**

The contractor hereby expressly agrees and covenants that it will defend, hold and save harmless and indemnify the officers, servants, agents, and employees of BJCTA and members of the Board of Directors of BJCTA from liability of any nature or kind in connection with the work to be performed hereunder, arising out of any act or omission of the contractor, or of any employee or agent of the contractor, including any person,

firm associated with the contractor including any person, firm or corporation having the status of any independent contractor, or engaged by the contractor to perform any work required by or in connection with the work required by this agreement.

2.40 **Insurance**

Simultaneously with the execution of this transaction, the contractor shall furnish BJCTA with certificates of insurance and any other documents which BJCTA may require, such as copies of policies or endorsements as evidence of compliance with the following insurance requirements:

A. Workers' Compensation

The Contractor shall provide insurance to protect his agents, servants and employees who are now or subsequently become, subject to the Workers' Compensation law, statutory limits of the State of Alabama:

Admitted in Alabama	YES
<b>Employers' Liability</b>	<b>\$500,000</b>
All States Endorsement	Statutory
Voluntary Compensation	Statutory

B. Public Liability and Property Damage

1. The Contractor shall have his/her Public Liability and Property Damage policy endorsed to include the Birmingham-Jefferson County Transit Authority as additionally insured thereunder.
2. The limits of liability of the Public Liability and Property Damage policy shall not be less than the following amounts:
  - (a) \$100,000 for bodily injuries to or death of one person in any one occurrence.
  - (b) \$500,000 for bodily injuries to or death of two or more persons in any one occurrence.
  - (c) \$100,000 for damage to or destruction of property in any one occurrence.
3. The Contractor shall have attached to said liability policy a Contractual Liability Endorsement containing a specific reference to and designation of this contract.
4. All insurance is to remain in full force and effect until all work under the contract has been satisfactorily completed and accepted by the BJCTA.

C. Errors and Omissions Insurance

D. Certificate of Insurance - Certificate of Insurance must be furnished by the Contractor for all required insurance and must be approved by BJCTA in writing before notice to proceed will be given.

2.41 **Assignment of Contract**

This contract may not be assigned in whole or in part without the written consent of BJCTA.

2.42 **Applicable Law and Venue**

The work done by the Contractor in response to these specifications shall be in complete compliance with all applicable Federal, State, and local laws and their respective rules and regulations. This compliance shall be at the contractor's expense.

Venue for any legal action arising out of this contract and between the parties hereto shall be exclusively in Jefferson County, Alabama. The law governing any dispute between the parties to this contract shall be the law of the State of Alabama except insofar as the dispute or a part thereof, is subject to Federal law by preemption.

In the event that the contractor is domiciled in a country other than the United States or is a controlled subsidiary of a company which is domiciled in a country other than the United States and in the future event that any litigation should arise between the parties respecting any matter of fact or law that is international in nature, the venue of litigation with regard thereto shall be in the courts of the State of Alabama or the United States of America, located in the State of Alabama, County of Jefferson.

2.43 **Pre-Award Inspections**

A. Pre-award Inspections - The purchaser reserves the right to perform a pre-award inspection of any Proposer. The purpose of the evaluation will be to assure that the following items, if applicable to the stated services, exist:

1. Service personnel to satisfy any service problems that may arise during the warranty period.
2. The necessary facilities and financial resources, or the capability to obtain such facilities and resources, to complete the contract in a satisfactory manner within the required time.
3. Adequate quality control to assure that workmanship will comply with the specifications.

2.44 **Terms of Payment**

Payment of monthly invoices shall be net thirty (30) days. BJCTA is not liable for any costs incurred by the contractor prior to issuance of a contract.

2.45 **Warranties**

The Contractor shall assume responsibility for the services whether the same are made by the Contractor or purchased from an outside source.

## 2.46 **Proposal Familiarity**

Each Proposer shall thoroughly examine and be familiar with all the contract documents, including, but not limited to, the legal and procedural documents, proposal conditions, scope of work and addenda, if any, as well as any related requirements of these proposal conditions and scope of services. The submission of a proposal shall constitute an acknowledgement that the Proposer has thoroughly examined and is familiar with the contract documents and scope of services in every detail.

## 2.47 **Breach of Contract**

### **DEFAULT:**

1. BJCTA may, subject to paragraphs 2 and 3 below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to
  - (a) deliver the contracted for services within the time specified in the contract or any written extension thereof;
  - (b) deliver services in conformity with the specifications of the contract, or
  - (c) perform any of the other provisions of the contract.
2. BJCTA's right to terminate this contract under paragraphs 1(b) and 1(c) above may be exercised if the Contractor does not cure such failure within ten (10) days (or more if authorized in writing by the BJCTA Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
3. If BJCTA terminates the contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, services similar to those terminated and the Contractor will be liable to BJCTA for any excess costs for those services. However, the Contractor shall continue the work not terminated.
4. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargo, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the contractor.
5. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted

supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

6. If the contract is terminated for default, BJCTA may require the Contractor to transfer title and deliver to BJCTA, as directed by the BJCTA Procurement Manager, any and all material parts that the Contractor has specifically produced or acquired for the terminated portion of the contract. Upon direction of the Procurement Manager, the Contractor shall also protect and preserve property in its possession in which BJCTA has an interest.
7. The rights and remedies of BJCTA in this default clause are in addition to any other rights and remedies by law or under the contract.

## 2.48 **PROTESTS**

The purpose of this protest provision is to establish procedures for processing pre proposal evaluation complaints of an interested party on the award of a contract or specification and requirements.

### **Filing Instructions**

A protest must be submitted in writing and include the following information:

1. The name and address of the protester.
2. The name and telephone number of the protester contact.
3. A complete statement of the grounds of the protest with full documentation of the protester's claims.

This information must be submitted to the BJCTA's Executive Director who will act as the contact point for all protests.

### **Review of Protests**

BJCTA shall establish a committee to review and evaluate a protest. This committee shall be appointed by the Executive Director and shall include, but not be limited to the following:

1. Chief Financial Officer
2. Grants & Revenue Officer
3. Other Staff

The Executive Director may, at his discretion, appoint other staff as members to this committee based on their technical expertise or special knowledge of the procurement.

Upon receipt of a protest, the Executive Director shall notify the protest committee and establish a time for a committee meeting that will be held no later than two (2) working days after receipt of the protest. This committee shall evaluate the material provided by the protester and shall prepare a written recommendation for the Executive Director concerning the validity of the protest and if appropriate, any corrective action to be taken.

If the initial procurement has been acted upon by the BJCTA Board of Directors, the recommendation of the staff shall be reported to the Board and the Board will issue a decision and authorize the staff to take corrective action, if necessary. In all other cases the Executive Director will make the final decision.

### **Time for Filing**

- (a) Any potential Proposer believing that the proposal documents or drawings contain restrictive specifications or any other improprieties regarding the solicitation for proposals may file a protest with BJCTA which shall be received by BJCTA not later than seven (7) working days prior to the proposal opening and shall contain all reasons for the protest. The Authority will respond to the protest within five (5) working days of receipt of the protest, and the protester will have five (5) working days to appeal BJCTA's initial response to the Authority. Once an appeal has been received, the Authority will render its final decision in writing within ten (10) working days.
- (b) Protests received before contract award will be responded to by the Authority within five (5) working days upon receipt of the protest by the Chairman of the Board. The protester will have five (5) working days to appeal the Authority's initial response to the Authority. Once an appeal has been received, the Authority will render its final decision in writing within ten (10) working days.
- (c) Protests filed after contract award must be received by the Authority within five (5) working days after notification of award. The Authority will respond within five (5) working days following the next scheduled BJCTA Board meeting provided the protest is received at least ten (10) working days before the next Board meeting. If the protest is received less than ten (10) working days before a board meeting, the response to the protest shall be received by the protestor within five (5) working days after the next scheduled Board meeting. The protestor will have five (5) working days to appeal the Authority's initial response to the Authority. Once an appeal has been received, the Authority will render its final decision in writing within ten (10) working days. In all cases, if deadlines are not met, BJCTA will proceed with awards.
- (d) Protestors dissatisfied with the Authority's final decision may utilize the appeal procedure set forth in FTA Circular 4220.1F.

## SECTION III – GENERAL CONDITIONS

Pursuant to Federal, State, and local law, the Contractor agrees to comply with all applicable provisions of Federal, State, and local laws, regulations, and FTA directives. The terms of the most recent amendment to any Federal, State, or local laws, regulations, FTA directives, and amendments to the grant cooperative agreement that may be subsequently adopted, are applicable to the Project to the maximum extent feasible, unless FTA provides otherwise in writing.

- 3.1 **Documentation of Project Costs.** All costs charged to the Project, including any approved services contributed by BJCTA or others shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.
- 3.2 **Audit and Inspection.** The contractor shall permit the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts pertaining to such contracts with regard to the Project.
- 3.3 **Prohibition against Use of Federal Funds for Lobbying.** The Contractor shall not use Federal assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before Congress.
- 3.4 **Equal Employment Opportunity.** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. All Contractors must insert this clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials.
- 3.5 **Small, Minority and Women's Business Enterprise/Disadvantaged Business Enterprise.**
  - a. **Policy.** It is policy of the Department of Transportation that Disadvantaged Business Enterprises (DBE), as defined in 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 applies to this agreement.
  - b. **DBE Obligation.** The recipient and its contractors agree to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard all recipients and contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete

for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts assisted by the Department of Transportation.

In connection with the performance of this contract, the bidder will cooperate with BJCTA in meeting his/her commitments and goals with regard to the maximum utilization of small business enterprises owned and controlled by socially or economically disadvantaged individuals. BJCTA will take steps to assure that DBE's have the opportunity to bid on this project and that majority bidders will use their best efforts to ensure that DBE's have the maximum practicable opportunity to compete for subcontract work under this contract.

BJCTA's goal is 15% of the total bid amount to be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE's) as defined by Section 8(d) of the Small Business Act (15 U.S.C. Section 637 (d)). The bidder must demonstrate ability to attain each of these minimum amounts or a good faith effort to do so.

The bidder shall submit a "DBE Utilization Commitment" form showing each DBE to be utilized. If the bidder will be subcontracting less than the stated goal with DBEs then the bidder must complete a "Schedule of DBE Unavailability" form and demonstrate a good faith effort to achieve the goals. Any bidder responding as a small business firm owned and controlled by a socially or economically disadvantaged individual or individuals, must complete a copy of BJCTA's certification form. Copies of all of these forms are included as a part of the RFP.

Contractors and subcontractors shall note that failure to carry out the requirements set forth in 49 C.F. R. 26.43 (a) shall constitute a breach of contract and, may result in termination of the Agreement.

- 3.6 **Title VI Civil Rights Act of 1964.** All contractors must comply with all requirements of Title VI of the Civil Rights Act of 1964 (49 U.S.C. 2000d), the regulations of the Department of Transportation set forth at C.F.R. Part 21, and the Assurance by BJCTA pursuant thereto.
- 3.7 **Interest of Members of or Delegates to Congress.** No member of or delegates to the Congress of the United States shall be admitted to any share or part of this Project or to any benefit therefrom.
- 3.8 **Non-construction Contracts.** The requirements of the clauses contained in 29 C.F.R. 5.5 (b) or paragraphs (10) through (13) of Section 112.a of Part II Terms and Conditions of the Federal Transit Administration Agreement, are applicable in any contract subject only to the contract work hours and safety standards act and not to any of the other statutes cited in 29 C.F.R. 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all employees working on the contract. Such records shall contain the correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available

by the contractor and/or subcontractor for inspection, copying, or transcription by authorized representatives of FTA, DOT, or the Department of Labor, and the contractor and/or subcontractor will permit such representatives to interview employees during working hours on the job.

- 3.9 **State and Local Government Employees.** The provisions of the Fair Labor Standards Act, as amended by Pub. L. 99-150, November 13, 1985, or as may be amended further, are applicable to State and local government employees that participate in the FTA assisted project with the Recipient.
- 3.10 **Environmental Policy.** The National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 et seq.; Section 14 of the Federal Transit Administration Act of 1964, as amended, 49 U.S.C. 1601 et seq.; the Council on Environmental Quality regulations set forth at 40 C.F.R. Part 1500; and the FHWA/FTA regulation, "Environmental Impact and Related Procedures," set forth at 23 C.F.R. Part 771 are applicable to FTA assisted projects of BJCTA.
- 3.11 **Compliance with Environmental Standards.** Contractors must comply with all applicable standards, orders, or requirements issued pursuant to Federal statute or regulation. The recipient and any third party contractor thereof shall be responsible for reporting any violations to FTA and to the EPA Assistant Administrator for Enforcement.
- 3.12 **Air Pollution.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C 7401 et seq. The Contractor agrees to report each violation to the BJCTA and understands and agrees that the BJCTA will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office
- 3.13 **Clean Water Requirements.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C 1251 et seq. The contractor agrees to report each violation to the BJCTA and understands and agrees that the BJCTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.
- 3.14 **Recycled Products.** The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation Recovery Act (RCRA) as amended (42 U.S.C 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurements of the items designated in Subpart B of 40 CFR part 247.
- 3.15 **Energy Conservation.** BJCTA and its third party contractors shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6321 et seq.
- 3.16 **Patent Rights.** If any invention, improvement, or discovery of the Recipient or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, which invention, improvement, or discovery may be patentable under the laws of the United States of America or any foreign country, BJCTA shall

immediately notify the Government (FTA) and provide a detailed report. The rights and responsibilities of BJCTA, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

3.17 **Rights in Data.**

- (1) The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, costs analysis, and similar information incidental to contract administration.
- (2) All "subject data" first produced in the performance of this Agreement shall be the sole property of the Government. BJCTA agrees not to assert any rights at common law or equity and agrees not to establish any claim to statutory copyright in such data. Except for its own internal use, BJCTA shall neither publish nor reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the public; this restriction, however, does not apply to Agreements with academic institutions.
- (3) BJCTA agrees to grant and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive, irrevocable license throughout the world:
  - a. To publish, translate, reproduce, deliver, perform, use and dispose of, in any manner, any and all data not first produced or composed in the performance of this agreement but which is incorporated in the work furnished under this Agreement; and
  - b. To authorize others to do so.
- (4) BJCTA shall indemnify, save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by BJCTA of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement.
- (5) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

- (6) Part II, subsections 115.c and 115.d of the "Federal Transit Administration Agreement, Terms and Conditions" are not applicable to material furnished to BJCTA by the Government and incorporated in the work furnished under the contract; provided that such incorporated material is identified by BJCTA at the time of delivery of such work.
- (7) In the event that the Project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under that Project shall become subject data as defined in Part II, subsection 115.a of this Agreement and shall be delivered as the Government may direct.

**3.18 No Government Obligation to Third Parties.**

- (1) The BJCTA and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the BJCTA, contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**3.19 False or Fraudulent Statements.**

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulation, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its action pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertinent to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1985 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C 5307, the Government reserves the right to impose the penalties of 18 U.S. C 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3.20 **Termination.** The BJCTA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Governments best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the BJCTA to be paid to the Contractor.

- (1) LIQUIDATED DAMAGES: If the Independent Contractor is unable to complete the services in accordance with the awarded contract schedule, the Independent Contractor will pay BJCTA the amount of \$100 per day for late delivery, in accordance with the contract award as liquidated damages.

3.21 **Cargo Preference-Use of United States-Flag Vessels.** The Contractor agrees

- (1) to utilize privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- (2) to furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "On-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the division of National Cargo, Office of Market Development, Washington, D.C. 20590, marked with appropriate identification of the project.

3.22 **Buy America.** All contractors must comply with Section 165 of the Surface Transportation Assistance Act of 1982, Public Law 97-424, 49 U.S.C. 1601 note (Buy America provision), and FTA to implement this statutory provision. Each party contract resulting from a solicitation issued on or after April 2, 1987, shall conform to the requirements of the Surface Transportation and Uniform Relocation Assistance Act of 1987, Public Law 100-17, 337, April 2, 1987, and any implementing regulations issued thereunder.

3.23 **Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provision required by DOT, as set forth in FTA Circular 4220.1D dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to

perform any act, or refuse to comply with any BJCTA requests which would cause BJCTA to be in violation of FTA terms and conditions.

**SECTION V**  
**REQUIRED FORMS**

**ATTACHMENT A**  
**PROPOSAL FORM**  
For  
RFP 10-05 Janitorial Services

TO: Birmingham-Jefferson County Transit Authority

The company listed on the attached cover sheet hereby submits its offer as indicated below in accordance with the terms of the Notice to Proposer, The Scope and General Conditions, Technical Specifications and Warranty Specifications, the FTA or Federally Required or Recommended Provisions, and all provisions contained in the Request For Proposal, all of which have been furnished to the Proposer. If this proposal is accepted, this document and the referenced proposal documents shall constitute the entire agreement between the parties, and no changes will be recognized unless the parties agree in writing.

Each offer shall be made in accordance with the specifications or approved equals as described in the contract documents identified herein. Submitted below is my proposal as outlined in the Scope of Services/Statement of Work. I have carefully examined the Request for Proposal (RFP) and have informed myself thoroughly regarding any and all conditions and requirements of the solicitation. Any additional information that is requested in the RFP is attached hereto.

<b>Central Station</b>	\$ _____/mos
<b>8<sup>th</sup> Avenue</b>	\$ _____/mos
<b>Rate for Additional Services</b>	\$ _____

*All applicable costs should be built into Bid. BJCTA assumes no responsibility for costs incurred in bid preparation. The BJCTA has the right to reject any and all proposals as deemed in the best interest of the BJCTA*

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

**ATTACHMENT A-1**  
PRE-AWARD EVALUATION DATA FORM

1. Name of Firm: \_\_\_\_\_

2. Address: \_\_\_\_\_

\_\_\_\_\_

3.  Individual       Partnership       Corporation       Joint Venture

4. Date Organized: \_\_\_\_\_

State in which incorporated: \_\_\_\_\_

5. Name of Officers or Partners:

a. \_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_

d. \_\_\_\_\_

e. \_\_\_\_\_

f. \_\_\_\_\_

g. \_\_\_\_\_

6. How long has your company/firm been in business under its present name? \_\_\_\_\_

7. Attach as **Schedule 1** a list of similar current contracts which demonstrate your available capacity including the name of contracting party, brief description of the scope of work, contract start and completion date.

8. Have you terminated or defaulted, in the last five (5) years, on any contract on which you were awarded? \_\_\_\_\_. If the answer is "yes," attach as **Schedule 2** a description of the full particulars regarding each occurrence. Please also provide contracting party name and contact number.

9. Attach as **Schedule 3** a list of all principal subcontractors and the percentage and character of work (contract amount) which each will perform on this contract.

10. If the Contractor or subcontractor is a joint venture, submit Pre-Award Evaluation data forms for each member of the joint venture.

The undersigned certifies the accuracy of all information included in this proposal:

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

If the Proposer does not request that the BJCTA withhold from disclosure information identified as confidential, the BJCTA shall have no obligation to withhold the information from disclosure and may release the information sought without liability to the BJCTA.



**ATTACHMENT C**  
**ACKNOWLEDGMENT OF ADDENDA**

The following form shall be completed and included in the Proposal. Failure to acknowledge receipt of all addenda may cause the Proposal to be considered non responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

---

**ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda to the documents:

Addendum No.	_____ , _____	Dated	_____
Addendum No.	_____ , _____	Dated	_____
Addendum No.	_____ , _____	Dated	_____
Addendum No.	_____ , _____	Dated	_____

Offeror:	
_____	
Name	
	_____
	Street Address
	_____
	City, State, Zip
	_____
	Signature of Authorized Signer
	_____
	Title
	_____
	Phone
	_____

**ATTACHMENT D**  
**BUY AMERICA CERTIFICATE OF COMPLIANCE**

To: Birmingham-Jefferson County Transit Authority

In accordance with Section 165 of the Surface Transportation Assistance Act of 1982, Public Law 97-424, Parts 660-661, and implementing guidelines and regulations, the bidder hereby certifies that all steel, cement, and manufactured products used in connection with this contract are produced and assembled in the United States.

**Certificate of Compliance**

The Proposer hereby certifies that it will comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Act of 1982, as amended, and the regulations of 49 CFR 661.11:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Certificate of Non-Compliance**

The Proposer hereby certifies that it cannot comply with the requirements of 49 USC Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance act, as amended, and regulations of 49 CFR 661.7:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT E**  
**MANUFACTURER'S SELF-CERTIFICATION OF COMPLIANCE WITH**  
**FEDERAL MOTOR VEHICLE SAFETY STANDARDS**

On behalf of the manufacturer of the vehicles and/or parts to be provided under this contract, I certify that such equipment complies with the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR Part 571, and any other applicable federal or Alabama regulations.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Type Manufacturer's Name

\_\_\_\_\_  
Date

**GOOD FAITH EFFORT**  
***(For information only – NOT TO BE RETURNED)***

1. BJCTA has established a 15% overall goal to be expended with DBE's. Therefore a Proposer must, in order to be responsible and/or responsive, make a good faith effort to meet the goal. The Proposer can meet this requirement in either of two ways. First, the Proposer can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the Proposer can document adequate good faith efforts. This means that the Proposer must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
2. BJCTA will use the good faith efforts mechanism as required by 49 CFR Part 26. It is up to BJCTA to make a fair and reasonable judgment whether a Proposer that did not meet the goal made adequate good faith efforts. BJCTA will consider the quality, quantity, and intensity of the different kinds of efforts that the Proposer had made. The efforts employed by the Proposer should be those that one could reasonably expect a Proposer to take if the Proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract requirements. As emphasized by the Alabama Department of Transportation, BJCTA's determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
3. BJCTA will not require that a Proposer meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the Proposer makes an adequate good faith effort showing. The rule specifically prohibits BJCTA from ignoring bona fide good faith efforts.
4. The following is a list of types of actions that BJCTA will consider as part of the Proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - a. Soliciting through all reasonable and available means (e.g. attendance at pre-proposal meetings, advertising and/or written notices) the interest of all certified DBE's who have the capability to perform the work of the contract. The Proposer must solicit this interest within sufficient time to allow the DBE's to respond to the solicitation. The Proposer must determine with certainty if the DBE's are interested by taking appropriate steps to follow up initial solicitations.
  - b. Selecting portions of the work to be performed by DBE's in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

- c. Providing interested DBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with interested DBE's. It is the Proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE's that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE's to perform the work.

A Proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE's is not in itself sufficient reason for a Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE's if the price difference is excessive or unreasonable.

- e. Not rejecting DBE's as being unqualified without sound reasons based on a thorough investigation of their capabilities.



**ATTACHMENT G**  
**DBE AFFIDAVIT**

STATE OF \_\_\_\_\_

DATE \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn, deposes and says that he/she is the \_\_\_\_\_  
(Sole owner, partner, president, treasurer or  
\_\_\_\_\_ of \_\_\_\_\_ and certifies that since the date  
other duly authorized official of a corporation) (Name of DBE)  
of its certification by ALDOT, BAA, \*UCP or \*DOT, the certification has not been revoked nor has it  
expired nor has there been any change in the minority status of \_\_\_\_\_.  
(Name of DBE)

\_\_\_\_\_  
(Signature and Title of Person Making Affidavit)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

**NOTE:** The Offeror must attach the DBE's most recent certification letter or document to this affidavit.

\*Please list other entity \_\_\_\_\_

## ATTACHMENT H DBE UNAVAILABLE CERTIFICATION

I, \_\_\_\_\_, \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_ certify that on \_\_\_\_\_ I contacted  
(Company Name/Prime Contractor) (Date)  
 the following Disadvantaged Business Enterprise to obtain a proposal/bid for the following work items.

Disadvantaged Contractor	Work Items Sought	Form of Proposal or Bid Sought <small>(i.e., unit price, materials &amp; labor, labor only, etc.)</small>

To the best of my knowledge and belief, said Disadvantaged Business Enterprise was unavailable for work on this project, or unable to prepare a proposal/bid for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ was offered an opportunity to bid on  
(Name of Disadvantaged Business Enterprise)  
 the above identified work on \_\_\_\_\_ by \_\_\_\_\_  
(Date) (Source)

The above statement is a true and accurate account of why I did not submit a proposal/bid on this project.

\_\_\_\_\_ (Signature of Disadvantaged Business Enterprise) \_\_\_\_\_ (Date)  
 \_\_\_\_\_ (Title)

**ATTACHMENT I**  
**AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under penalty or perjury:

11. That I am the bidder (if the bidder is an individual), a partner of the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation, having authority to assign on its behalf (if the bidder is a corporation); and
12. That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent bidding or competition; and
13. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the proposal or proposals, and will not be communicated to any such person prior to the official opening of the proposal or proposals; and
14. That no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by \_\_\_\_\_; and
15. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

The \_\_\_\_\_ hereby certifies that it is/ is not included on the United States Comptroller General's consolidated list of persons or firms currently debarred for violations of various public contracts incorporated labor standards provisions.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed or Typed Name of Affiant

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm's Employee Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

**ATTACHMENT J**  
**CONFLICT OF INTEREST STATEMENT**

Proposers shall provide a list of all entities/individual(s) with which it has relationships that create, or would appear to create, a conflict of interest with the work that is contemplated by this RFP. The list should indicate the name of the entity/individual, the relationship to the Proposer, and a discussion of the conflict.

Because Final Award of this RFP will be decided upon by the Birmingham-Jefferson County Transit Authority's Board of Directors, a listing of its members has been included below. Please also provide a description of relationships with any or all Board Members that would create, or would appear to create, a conflict of interest.

<b>BOARD MEMBER</b>	<b>MEMBER ENTITY</b>
Joyce Brooks	City of Birmingham
Frank C. Galloway, Jr., Esq.	City of Mountain Brook
Brian Hamilton	City of Birmingham
Walter R. Jones	City of Homewood
Johnnye P. Lassiter	City of Bessemer
Ronald Lyas	City of Birmingham
Doris Powell	City of Birmingham
Guin Robinson	City of Birmingham
Rev. Patrick Sellers	Jefferson County

I hereby disclose the following persons, entities, or interests and/or with which there is an interest or involvement that may result in an actual or potential conflict of interest, directly or indirectly:

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\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**ATTACHMENT K**  
**LOBBYING CERTIFICATION (29 CFR Part 93)**  
*(To be submitted with offers exceeding \$100,000)*

The Offeror certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Federal department or agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**THE OFFEROR, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.**

Signature of the Offeror's Authorized Official \_\_\_\_\_

Name and Title of the Offeror's Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

*Note: The filing of Standard Form LLL (Rev. 7-97, OMB 0348-0046) and full disclosure is required pursuant to 31 U.S.C. section 1352 for each instance described above, whether or not federal monies are used. The information requested through this certification is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance is placed by the Birmingham-Jefferson County Transit Authority when the transaction referred to in this solicitation is made or entered into.*

**ATTACHMENT L**  
**DEBARMENT AND SUSPENSION CERTIFICATE**

The Offeror certifies, by submission of this Offer, that neither it nor its "principals" as defined at 49 C.F.R. § 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the prospective Offeror is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space: \_\_\_\_\_.

**THE OFFEROR, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND EXPLANATION, IF ANY. IN ADDITION, THE OFFEROR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET. SEQ. APPLIES TO THIS CERTIFICATION AND EXPLANATION, IF ANY.**

\_\_\_\_\_  
Signature of the Offeror's Authorized Official

\_\_\_\_\_  
Name and Title of the Offeror's Authorized Official

\_\_\_\_\_  
Date

# VENDOR REGISTRATION FORM

***THIS FORM MUST BE RECEIVED PRIOR TO PROPOSAL SUBMISSION***

RFP or IFB Number:   **RFP 10-05**  

RFP or IFB Description:   **Janitorial Services**  

Company Name/Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Office Number: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

Cell Number: (     ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

Fax To:

**BJCTA**

Attn: Collina Washington, Manager of Procurement

(205) 252-7633 Fax or

Email: [cwashington@bjcta.org](mailto:cwashington@bjcta.org)

(205) 521-0144 direct line



## CHECKLIST

The following items must be included in your proposal in order to receive consideration. Federal and State Regulations mandate that these forms be filled out properly. Failure to complete all forms included in this package may result in your Bid being ruled non-responsive. Non-Responsive Bids will not be awarded the contract.

If a form does not apply to your business or bid, please mark the form "Not Applicable," or some other similar wording at your discretion. Please also sign and date the form. **No proposal shall be considered unless it contains all executed certifications.**

- Vendor Registration Form (to be submitted prior to proposal submission) \_\_\_\_\_  
(Date Faxed or Emailed)
- Attachment A – Bid/Proposal Form
- Attachment A-1 – Pre-Award Evaluation Data Form
- Attachment B - Request For Change or Approved Equal
- Attachment C - Acknowledgment of Addenda
- Attachment D – Buy America Certificate
- Attachment E - Manufacturer's Self-Certification of Compliance With Federal Motor Vehicle Safety Standards
- Attachment F – DBE Letter of Intent
- Attachment G – DBE Affidavit
- Attachment H – DBE Unavailable Certification
- Attachment I – Affidavit of Non-Collusion
- Attachment J – Conflict of Interest Statement
- Attachment K – Lobbying Certification
- Attachment L – Debarment & Suspension